

HERRERA KENNEDY LLP  
Shawn M. Kennedy (SBN 218472)  
skennedy@herrerakennedy.com  
Bret D. Hembd (SBN 272826)  
bhembd@herrerakennedy.com  
4590 MacArthur Blvd., Suite 500  
Newport Beach, CA 92660  
Tel: (949) 936-0900  
Fax: (855) 969-2050

HERRERA KENNEDY LLP  
Nicomedes Sy Herrera (SBN 275332)  
nherrera@herrerakennedy.com  
Laura E. Seidl (SBN 269891)  
lseidl@herrerakennedy.com  
1300 Clay Street, Suite 600  
Oakland, CA 94612  
Tel: (510) 422-4700  
Fax: (855) 969-2050

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
Rachel Geman (Pro Hac Vice)  
rgeman@lchb.com  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
Tel: (212) 355-9500  
Fax: (212) 355-9592

*Co-Lead Class Counsel*

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
Michael W. Sobol (SBN 194857)  
msobol@lchb.com  
Melissa Gardner (SBN 289096)  
mgardner@lchb.com  
Michael K. Sheen (SBN 288284)  
msheen@lchb.com  
Nicholas R. Hartmann (SBN 301049)  
nhartmann@lchb.com  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Tel: (415) 956-1000  
Fax: (415) 956-1008

BURNS CHAREST LLP  
Christopher J. Cormier (Pro Hac Vice)  
ccormier@burnscharest.com  
4725 Wisconsin Avenue, NW, Suite 200  
Washington, DC 20016  
Tel: (202) 577-3977  
Fax: (469) 444-5002

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE PLAID INC. PRIVACY  
LITIGATION

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

Master Docket No.: 4:20-cv-03056-DMR

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR ATTORNEYS'  
FEES, REIMBURSEMENT OF EXPENSES,  
AND PLAINTIFF SERVICE AWARDS**

1 This matter is before the Court on Plaintiffs' motion for attorneys' fees, reimbursement of  
 2 expenses, and plaintiff service awards. Having considered the motion, all exhibits and  
 3 attachments thereto, the record in this matter, the briefs and arguments of counsel, and the briefs  
 4 and arguments of objectors to the motion, **IT IS HEREBY ORDERED** as follows:

### 5 **ATTORNEYS' FEES**

6 1. The Court finds that Class Counsel are entitled to reasonable attorneys' fees. *In re*  
 7 *Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1300 (9th Cir. 1994).

8 2. The Court finds that the percentage-of-recovery method of determining reasonable  
 9 attorneys' fees is appropriate here, where the settlement creates a common fund. *See In re*  
 10 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019); *In re Bluetooth Headset*  
 11 *Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). Class Counsel's fee request of  
 12 \$14,500,000 is equal to the Ninth Circuit's benchmark of 25% of the \$58 million common fund.  
 13 *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir. 1989).

14 3. The Court has analyzed the reasonableness of Class Counsel's fee request,  
 15 including by applying the non-exhaustive factors set forth in *Vizcaino v. Microsoft Corp.*, 290  
 16 F.3d 1043 (9th Cir. 2002). *First*, the overall result and benefit to the Class from the Settlement  
 17 supports the requested fee because the amount of monetary relief provided to the Class here is  
 18 significant, particularly given that Class Members had no out-of-pocket damages, and the  
 19 settlement provides robust injunctive relief that will benefit the Class going forward. *Second*, this  
 20 case required skill and high quality work, which Class Counsel demonstrated throughout their  
 21 prosecution of this case. Class Counsel were appointed to lead this litigation because of their  
 22 qualifications, experience, and commitment to vigorously advocating on behalf of the Class.  
 23 Class Counsel's substantial work on behalf of the Class involved, among other things: (1)  
 24 discovering the alleged misconduct; (2) investigating Plaid's business practices and the Class's  
 25 potential claims; (3) conducting legal research regarding and opposing Plaid's motion to dismiss;  
 26 (4) opposing Plaid's repeated attempts to stay discovery; (5) engaging in formal discovery with  
 27 Plaid, including a months-long meet and confer process that was necessary to push for relevant  
 28 documents and information; (6) seeking and obtaining valuable informal discovery from Plaid;

(7) negotiating a favorable settlement following nearly half a year of multiple mediation sessions and protracted, arms-length negotiations; and (8) fulfilling Class Counsel's various responsibilities under the Settlement, including to seek preliminary and final approval of the Settlement, to oversee Notice administration, and to respond to Class Member inquiries. Class Counsel brought not only decades of experience in complex class action litigation, but also extensive subject matter knowledge that allowed them to successfully address the privacy breaches at issue, litigate novel and untested legal issues, and navigate and protect the critical privacy interests at issue in this case. *Third*, this case entailed significant risks, including risks related to certifying a class and prevailing on the merits of Plaintiffs' claims. Unlike many class actions, moreover, this case did not result from the public revelation of a data breach, government investigation, or similar event, but was instead the product of Class Counsel's own independent investigation into Plaid's technology and business practices, resulting in their assertion of novel claims. *Fourth*, Class Counsel handled this case on a purely contingent basis and agreed to advance all necessary expenses, to the exclusion of other fee-generating work, knowing that they would receive a fee and be reimbursed their expenses only if they obtained meaningful relief on a class-wide basis. *Fifth*, a review of fee awards in other common fund cases underscores the reasonableness of the fees requested. *See, e.g., Omnivision*, 559 F. Supp. 2d at 1047; *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000), *as amended* (June 19, 2000); *In re Lenovo Adware Litig.*, No. 15-md-2624, 2019 WL 1791420, \*8 (N.D. Cal. Apr. 24, 2019); *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 590–91 (N.D. Cal. 2015); *Lusby v. GameStop Inc.*, No. 12-3783, 2015 WL 1501095, at \*9 (N.D. Cal. Mar. 31, 2015); *de Mira v. Heartland Emp't Serv., LLC*, No. 12-4092, 2014 WL 1026282, at \*4 (N.D. Cal. Mar. 13, 2014); *Valentine v. NebuAd Inc.*, No. C 08-05113 TEH (LB), 2011 WL 13244509, at \*2 (N.D. Cal. Nov. 21, 2011); *Knight v. Red Door Salons, Inc.*, No. 08-1520, 2009 WL 248367, at \*7–8 (N.D. Cal. Feb. 2, 2009).

4. A lodestar cross-check further confirms that the requested fee is reasonable. *See Vizcaino*, 290 F.3d at 1050. The lodestar is calculated by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate. *Hensley*, 461 U.S. at 433; *Paul*,

1 *Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 272 (9th Cir. 1989). Class Counsel’s billing  
 2 summaries comply with this Court’s guidelines for class action attorneys’ fee requests and  
 3 contain sufficient detail for the Court to conduct a lodestar-based assessment. These summaries  
 4 show that Class Counsel’s lodestar for work on this case through January 25, 2022 is  
 5 \$4,406,158.50, representing 5,650 hours of attorney and law firm staff time. The Court also finds  
 6 that the time Class Counsel dedicated to prosecuting this action is reasonable, and that Class  
 7 Counsel’s hourly rates are reasonable, in line with those prevailing in this District for similar  
 8 services by lawyers of reasonably comparable skill, experience, and reputation.

9 5. The Court finds that Class Counsel’s fee request results in an acceptable multiplier  
 10 of Class Counsel’s lodestar. The benchmark 25% fee requested by Class Counsel reflects a  
 11 multiplier of 3.29 of Class Counsel’s lodestar, which “falls within the Ninth Circuit’s  
 12 presumptively acceptable range” of multipliers routinely approved in the Ninth Circuit and  
 13 elsewhere. *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (citing  
 14 *Vizcaino*, 290 F.3d at 1051 & n.6). Thus, application of the lodestar multiplier cross-check  
 15 supports the reasonableness of Class Counsel’s requested fee.

16 6. For the reasons discussed above, the Court concludes that the requested fee award  
 17 is reasonable, and GRANTS attorneys’ fees to Class Counsel in the amount of \$14,500,000.

#### 18 LITIGATION EXPENSES

19 7. Class Counsel are entitled to reimbursement of reasonable out-of-pocket costs  
 20 advanced for the Class. *See* Fed. R. Civ. P. 23(h); 18 U.S.C. § 2520(b)(3); *Paul, Johnson*, 886  
 21 F.2d at 271. The Court finds that the expenses incurred in this litigation were reasonable and  
 22 necessary to the effective representation of the Class.

23 8. Accordingly, the Court GRANTS Plaintiffs’ request for reimbursement of  
 24 litigation expenses in the amount of \$115,920.21.

#### 25 SERVICE AWARDS

26 9. Service awards are “intended to compensate class representatives for work done on  
 27 behalf of the class [and] make up for financial or reputational risk undertaken in bringing the  
 28 action.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). “The Ninth Circuit has

1 repeatedly held that \$5,000 is a reasonable amount for an incentive award.” *Congdon v. Uber*  
2 *Techs., Inc.*, No. 16-02499, 2019 WL 2327922, at \*9 (N.D. Cal. May 31, 2019) (collecting cases).

3 10. The Court finds that the requested services awards for each of the eleven Class  
4 Representatives are reasonable and appropriate. *First*, Class Representatives expended substantial  
5 time and effort in assisting Class Counsel with the prosecution of the Class’s claims, including by  
6 describing the details of their use of various fintech apps and interaction with the Plaid Link  
7 interface; by searching for, reviewing and providing documents and information relevant to the  
8 case; by preserving relevant documentation and evidence for discovery; and by staying abreast of  
9 events in the litigation and providing their opinions on the proposed settlement. *Second*, without  
10 Class Representatives’ willingness to take on the burdens associated with filing and prosecuting  
11 this action, no recovery would have been possible. Because of their efforts, Plaid has committed  
12 to pay a total of \$58,000,000 and agreed to substantial injunctive relief. *Third*, the Court finds that  
13 the amount requested for service awards compares favorably to the size of the settlement fund.

14 11. The Court therefore concludes that the requested service awards are reasonable  
15 and GRANTS the requested awards of \$5,000 for each of the eleven Class Representatives, for a  
16 total of \$55,000.

17  
18 **IT IS SO ORDERED.**

19  
20 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
21 Hon. Donna M. Ryu  
22 United States Magistrate Judge  
23  
24  
25  
26  
27  
28